

I. PURPOSE

The purpose of the Initial Screening Request is to seek competent and suitable sources for the subject requirement that are able to immediately support this requirement with qualified personnel at the Memphis, TN Airport. Responses to the ISR will be used to screen qualified companies. Screening information allows the Federal Aviation Administration (FAA) to determine which offers are most likely to receive award, and ultimately, which offers will provide the FAA with the best value. The ISR evaluation process may involve face-to-face negotiations with one or more offerors. All offerors that are eliminated from the competition will be notified in writing.

II. PROCUREMENT PROCESS

(a) Phase I - Initial Screening Request (ISR). Review and evaluation of each offeror's technical proposal for compliance with the requirements of this ISR and demonstration of immediately available qualified personnel. The Contracting Officer will promptly notify offerors of the results of the evaluation to each offeror in writing.

(b) Phase II - Request for Offer (RFO). Issuance of the solicitation documents. Those offerors that are not down selected at the end of Phase I will be sent a complete solicitation package inclusive of the contract terms and conditions. Issuance of the solicitation package to selected qualified offerors will occur on approximately April 1, 2008.

(c) Award review and selection. Subject to availability of funds, contract award may be made to the responsible offeror presenting the technically acceptable proposal, which is considered to be the best value to the government regarding price, terms and conditions.

III. DUE DATE FOR WRITTEN RESPONSES TO THIS ISR

To be considered for an award, an offeror must submit a response to the Phase I ISR, not later than 3:00 p.m. on March 28, 2008.

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IV. PROJECT SCOPE

The work to be performed is set forth in the Statement of Work (Attachment A) released with this ISR and includes without limitation the following:

- 1.) The Contractor shall provide program development, management, technical expertise, and computer programming to perform concept evaluation studies in support of advanced airport surface operations that will further the attainment of NextGen objectives. These studies and analyses shall consider operational roles and responsibilities, task information requirements, system architecture and interfaces, as well as human factors issues as they relate to pilot, controller and NAS user actions.
- 2.) The Contractor shall provide technical expertise, modeling and programming capabilities, and evaluations of existing air traffic and NAS User procedures.
- 3.) The Contractor shall provide systems engineering support in the development of requirements, operational concepts and the analysis of decision support systems for all aspects of flight planning and operations, and air traffic management.

- 4.) The Contractor shall provide further support in the development of new airport operations procedures, to improve efficiency, predictability, situational awareness, and safety.

V. TYPE OF CONTRACT, PERIOD OF PERFORMANCE, AND AWARD DATE

- 1.) The government contemplates award of a firm fixed price level of effort contract with travel and other direct costs paid on a cost reimbursement basis.
- 2.) Base Period of Performance is 12 months after notice to proceed. The contract will have four (4) one-year Option Periods.
- 3.) Award is anticipated in late April 2008, with notice to proceed occurring immediately thereafter.

4.) Specific tasking under this contract will be pursuant to Task Order. The FAA anticipates that the work under Task Order 1 will be that described in the Statement of Work Paragraph III, subsections A, C, D, E, and H. It is expected that work on Task Order 1 will be for work to commence immediately in Memphis, TN; however, as indicated in the SOW, the Scope of Work includes expansion of the SDSS capability at prototype sites, maturing the capabilities that support the Next Generation Air Transportation System (NextGen) concept, and extracting the requirements for a potential FAA acquisition.

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VI. EVALUATION CRITERIA FOR PHASE I

Prospective offerors are required to submit a Phase I Technical Proposal as discussed herein. Proposals will be evaluated on the basis of the following criteria.

A. Personnel Qualifications

The offeror must demonstrate the immediate availability of qualified personnel at the Estimated Level of Effort in the following Labor Categories:

Labor Category	Base Period Estimated Hours
Senior Program Manager / Analyst*	960
Senior Systems Integration Engineer*	1440
Subject Matter Expert III (Surface Traffic Management)*	1920
Principal Software Engineer*	960
Senior Software Engineer*	1920
Senior Database Administrator*	480
Database Administrator*	480
Sr. Project Analyst (Air Traffic Control)*	960
*NOTE: One full staff year is considered 1920 hours	

- 1.) Immediate availability means the Contractor currently employs or has personnel under binding contract to begin work upon notice from the Government to proceed.
- 2.) Qualified means the proposal demonstrates that the offeror has the personnel with technical expertise, skill sets, and experience within the proposed Labor Category that matches or exceeds the Personnel Qualifications described in Exhibit B to this ISR. The qualifications required are those necessary for the offeror to assure the Government of performance of the work called for by the contract. Evidence to demonstrate qualifications must be specific in describing each individual's experience, knowledge, skills and abilities, including the proposed individuals' name, title, educational background, relevant work experience, length of time with the company, and number of hours each individual will work within their proposed Labor Category. Offeror must provide a resume for each proposed individual, which will be reviewed for qualifications; however, the mix of individuals proposed for the work by the company overall will also be considered in evaluating qualifications. In descending order of importance, the experience, knowledge, skills and abilities, that will be evaluated include:
 - (a) Program management of complex applied research programs involving software development, including configuration management, schedule and resource management, earned value management, and risk management. State the relevance of work experience to the requirements described in the Statement of Work.
 - (b) Surface Traffic Management (STM), developing, demonstrating, and refining STM technology and the period of time over which you have performed that work. Also, state the relevance of the experience to the requirements described in the Statement of Work.
 - (c) STM development and field testing in the AOC / ramp tower environment, including flight data message exchange and in flight data matching algorithms. Knowledge of the concepts of operations for STM applications, STM software architecture and algorithms, and of applying STM technology to enhance the safety, capacity, efficiency, and security of the NAS.
 - (d) Rapid prototyping and field demonstrations. Knowledge, skills, abilities, and experience in STM development and field-testing in the AOC / ramp tower environment, including flight data message exchange.
 - (e) FAA system development experience, such as knowledge of the existing systems, architecture, and operations of the NAS; your knowledge of FAA NextGen operational improvements and enterprise architecture and NextGen programs such as Wide Area Augmentation System (WAAS), Local Area Augmentation System (LAAS), NextGen surveillance and related broadcast services, Airport Surface Detection Equipment (ASDE-X), Free Flight Phases 1 and 2, System Wide Information Management (SWIM), and Operational Evolution Partnership (OEP). Describe your ability to relate STM technology to these FAA programs.
 - (f) Experience in ATC/ATM automation application development. Knowledge of the air traffic control, avionics certification, cost benefit, flight operations, interoperability, and human factors issues associated with the use of STM technology and applications, your ability to relate these issues to measurable

characteristics, and your ability to develop and execute evaluation procedures for resolving conflicts between the issues.

(g) Experience in applied research and concept development leading to implementation. Cite specific examples of projects in the past 5 years and relevance of the experience to the requirements described in the Statement of Work.

(h) Experience in FAA AMS process and document development. Cite specific process steps supported, FAA program office supported, AMS outcomes achieved, and specific documents produced.

B. Completion of Certifications Relating To Contract Clauses

The work to be performed under this contract requires the Contractor to commence work immediately with qualified personnel. Therefore, any vendor making a proposal under this requirement shall certify the immediate availability of the personnel proposed to work on this contract using the form attached hereto as Exhibit C, which shall be incorporated into any contract awarded.

In addition, the work involves system requirements development intended to further research and development by the FAA and for a later system deployment via competitive acquisition. Because this requirement is fully funded by the Agency, to ensure maximum flexibility in future procurement strategies, and to ensure continuity of the Agency's development efforts, the FAA intends to retain its rights in data to the maximum extent possible and to require frequent releases of any data developed. As such, any vendor making a proposal under this requirement shall certify that it is aware of and agrees to abide by the terms and conditions of the clauses "Rights In Data--Special Works (3.5-16 April 1996)" and "Technical Data Certification, Termination For Cause Upon Failure To Deliver Technical Data, And Withholding Of Payment," using the form attached hereto as Exhibit D, which shall be incorporated into any contract awarded. Both clauses are set forth hereinbelow.

Pursuant to AMS 3.1.7, the Contracting Officer has made a preliminary determination that the potential for an Organizational Conflict of Interest (OCI) exists. In particular, the Contract Officer has determined, that the contractor will have access to "non-public information," will be involved in establishment of important ground rules for a future acquisition, and may be in a position to provide evaluations and assessments of itself, corporate siblings, or other entities with which it has a significant financial relationship. To make vendors aware of the OCI issue, mitigate the effects of any potential OCI, and make certain that the vendor agrees to abide by the terms and conditions imposed by this requirement, any vendor responding to this ISR shall present an OCI Mitigation Plan or certify that it is aware of and agrees to abide by the terms and conditions of the clause "Exclusion From Future Agency Contracts" and certify that all disclosures called for by the clause "Organizational Conflict Of Interest ISR Provision (3.1.7-4 March 2006)" have been made. The certification, if elected, shall be in the form attached hereto as Exhibit E, which shall be incorporated into any contract awarded. Any vendor making a proposal under this requirement may offer *both* an OCI Mitigation Plan *and* a certification for use in the alternative should the CO determine after review thereof that the vendor's OCI Mitigation Plan is not sufficient. If a vendor chooses to submit a

Mitigation Plan only and should the CO determine after review thereof that the vendor's OCI Mitigation Plan is not sufficient, then the vendor shall be eliminated from further consideration. The clauses "Exclusion From Future Agency Contracts" and "Organizational Conflict Of Interest ISR Provision (3.1.7-4 March 2006)" are set forth hereinbelow.

NOTE: Forms for use in submitting the Certifications are attached as exhibits to this ISR.

ANY PROPOSAL THAT FAILS TO adhere to the instructions of this section SHALL BE ELIMINATED FROM FURTHER CONSIDERATION.

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VII. CONTRACT CLAUSES APPLICABLE TO THE REQUIRED CERTIFICATIONS

A. Rights In Data--Special Works (3.5-16 April 1996)

1.) Definitions.

- (a) Data, as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.
- (b) Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

2.) Allocation of Rights.

- (a) The Government shall have—
 - i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph 3.) of this clause for copyright.
 - ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph 3.)(a) of this clause.
 - iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.
- (b) The Contractor shall have, to the extent permission is granted in accordance with subparagraph 3.)(a) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

3.) Copyright.

- (a) Data first produced in the performance of this contract.
 - i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor may affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data

are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision 3.)(a)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(b) Data not first produced in the performance of this contract. The Contractor may not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph 3.)(a) of this clause.

4.) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor may not use for purposes other than the performance of this contract, nor may the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

5.) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

B. Technical Data Certification, Termination For Cause Upon Failure To Deliver Technical Data, And Withholding Of Payment

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This clause shall apply to all Data as defined in clause "Rights in Data – Special Works (3.5-16 April 1996). It shall apply to all such data delivered, or required to be delivered, at any time during contract performance or within 3 years after acceptance of all items (other than data) delivered under this contract unless a different period is set forth herein. The Contracting Officer may release the Contractor from all or part of the requirements of this clause for specifically identified data items at any time during the period covered by this clause.

1.) Technical data certification.

- (a) All technical data that are subject to this clause shall be accompanied by the following certification upon delivery:

(i) TECHNICAL DATA CERTIFICATION (OCTOBER 1996)

(ii) The Contractor, _____, hereby certifies that to the best of its knowledge and belief the technical data delivered herewith under Government contract No. _____ (and subcontract _____, if appropriate) are complete, accurate, and comply with the requirements of the contract concerning such technical data.

- (b) The Government shall rely on the certification set out in subparagraph 1.(a) of this clause in accepting delivery of the technical data, and in consideration thereof may, at any time during the period covered by this clause, request correction of any deficiencies that do not comply with contract requirements. Such corrections shall be made at the expense of the Contractor.

2.) Termination for Cause.

At any time during this contract, the Contracting Officer may in the Government's interest, terminate this contract for default, if in the Contracting Officer's sole opinion, respecting any technical data that are subject to this clause, the Contractor fails to:

- (a) After separate written notice from the Contract Officer, make timely delivery of such technical data as required by this contract. Such failure to deliver technical data shall be a material breach of this contract and shall be *prima facie* grounds for immediate termination of the contract for default, notwithstanding any other clause in this contract;
- (b) Provide the certification required by subparagraph 1.(a) of this clause; or
- (c) Make the corrections required by subparagraph 1.(b) of this clause.

3.) Withholding of payment.

- (a) At any time before final payment under this contract the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$250,000 or 5 percent of the amount of this contract, whichever is less, if in the Contracting Officer's opinion respecting any technical data that are subject to this clause, the Contractor fails to—
- i) Make timely delivery of such technical data as required by this contract;
- ii) Provide the certification required by subparagraph 1.(a) of this clause; or
- iii) Make the corrections required by subparagraph 1.(b) of this clause.
- (b) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has delivered the data, has made the required corrections or revisions, or both. Withholding shall not be made if the failure to make timely delivery, the deficiencies relating to delivered data, arose out of causes beyond the control of the Contractor, or both, and without the fault or negligence of the Contractor.
- (c) The Contracting Officer may decrease the sums authorized to be withheld in subparagraph 3.(a) of this clause. The withholding of any amount under this

paragraph, or the subsequent payment thereof, shall not be construed as a waiver of any Government rights.

- 4.) Notwithstanding any other provisions of this contract concerning inspection or acceptance, unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but if any data delivered under this contract bears any restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings.

C. Exclusion From Future Agency Contracts

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Work under this contract will create a future Organizational Conflict Of Interest (OCI) that could prohibit the Contractor from competing for, or being awarded future Government contracts.

- 1.) The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help the Contracting Officer apply general guidance to individual contract situations:
 - (a) Unequal access to information. Access to "nonpublic information" as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.
 - (b) Biased ground rules. A contractor in the course of performance of an FAA contract has in some fashion established important "ground rules" for another FAA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future FAA procurement. The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the FAA procurement anticipate the contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the contractor should be required to submit and negotiate an acceptable mitigation plan.
 - (c) Impaired objectivity. A contractor in the course of performance of an FAA contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the FAA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the

FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

2.) In order to prevent a future OCI resulting from unequal access to information, biased ground rules, impaired objectivity, or all of these, the Contractor shall be subject to the following restrictions:

- (a) The Contractor shall be excluded from competition for, or award of any government contracts where, in the course of performance of this contract, the Contractor has received: advance procurement information or "non-public information," before such information has been made generally available to other persons or firms; and
- (b) The Contractor is excluded from competition for, or award of any government contract in which the requirement (specifications) or Statement of Work were derived from the work performed under this contract.

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VIII. COMMUNICATIONS WITH OFFERORS

Communications with offerors may take place throughout the source selection process and will be coordinated with the CO. Communications may start after release of the ISR and continue through contract award. Offerors should submit all requests for communications during Phase I via e-mail to: dennis.scanlon@faa.gov.

The purpose of communications is to ensure there are mutual understandings between the FAA and the offerors about all aspects of the procurement, including the offerors' submittals, proposals, or both. Information disclosed as a result of communication with an offeror may be considered in the evaluation of an offeror's submittal(s).

To ensure that offerors fully understand the intent of the ISR (and the FAA's needs stated therein), the FAA may hold a conference or one-on-one meetings with offerors and such communications may continue throughout the procurement, at the discretion of the CO. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. The FAA encourages offerors to provide suggestions about all aspects of the procurement.

See AMS Policy 3.2.2.3.1.2.2: Communications with Offerors.

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IX. AVAILABILITY OF FUNDS

Funding for the subject project is not available at this time. The government's obligation under the subject ISR is expressly contingent upon the availability of appropriated funds for each phase from which payment can be made. Offerors are hereby advised that no liability on the part of the government shall arise for proposal costs.

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X. DIRECTIONS FOR SUBMISSION OF TECHNICAL PROPOSAL

The Phase I Technical Proposal shall consist of the following:

- 1.) Offeror's demonstrating the immediate availability of qualified personnel at the estimated level of effort in the Labor Categories to perform the requirement. See Paragraph VI, subsections A(1) and (2).
- 2.) Completion of the required Certifications. See Paragraph VI, subsection B.

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Offerors wishing to submit a proposal shall direct them to:

FEDERAL AVIATION ADMINISTRATION
Attention: Dennis L. Scanlon, AJA-47
800 Independence Avenue, S.W.
Room 335
Washington, DC 20591

E-MAIL, FACSIMILE, AND OTHER ELECTRONIC SUBMISSION METHODS FOR PROPOSALS, MODIFICATIONS, OR WITHDRAWALS ARE NOT AUTHORIZED FOR THIS ISR, AND WILL NOT BE CONSIDERED.

The Technical Proposal is limited to eight (8) pages in twelve (12) point font, one inch (1") margins on all sides, exclusive of a cover page and table of contents. Resumes, the Certifications required by Paragraph VI, subsection B, and the OCI Mitigation Plan if one is submitted, do not count in the page total but are subject to the font size and margin restrictions. There is no page limit on Resumes, or the OCI Mitigation Plan; however, offerors are reminded of AMS clause 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004), and information presented therein that does not concern the subject of the document will be disregarded.

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XI. CHANGES TO THE ISR

Offerors are hereby advised that changes (if any) to the subject ISR will be promptly posted to the FAA Contract Opportunities web page at: www.FedBizOpps.gov and complete adherence to the published changes is required.

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XII. APPLICABLE FAA CLAUSES

A. Provisions Incorporated By Reference (3.1-1 December 2005)

This ISR or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-3	Affiliated Offerors (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/ Documentation/Offer (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (July 2004)

3.2.2.3-19	Contract Award (July 2004)
3.9.1-2	Protest After Award
3.9.1-3	Protest
3.13-4	Contractor Identification Number--Data Universal Numbering System (DUNS) Number (April 2006)

B. Organizational Conflict Of Interest ISR Provision (3.1.7-4 March 2006)

- 1.) The policy of the FAA is to avoid contracting with contractors who have unacceptable organizational conflicts of interest. An organizational conflict of interest means that because of existing or planned activities, an offeror or contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the offeror or contractor's objectivity is, or might be, impaired.
It is not the intention of the FAA to foreclose a vendor from a competitive acquisition due to a perceived OCI. FAA Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the FAA's policy for competition. The FAA is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the FAA, or the legitimate business interests of the vendor community.
- 2.) Mitigation plans. The successful contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The FAA reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the FAA. Additionally, after award the FAA will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.
- 3.) Potential organizational conflict of interest. The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive.
 - (a) Unequal access to information. Access to "nonpublic information" as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.
 - (b) Biased ground rules. A contractor in the course of performance of an FAA contract, has in some fashion established important "ground rules" for another FAA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work,

specifications, or evaluation criteria of a future FAA procurement . The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the FAA procurement indicate the successful vendor may be in a position to establish, or may have important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

- (c) Impaired objectivity. A contractor in the course of performance of an FAA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the FAA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

4.) Disclosure by offerors or contractors participating in FAA acquisitions

- (a) Offerors or contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the offeror or contractor has a possible OCI.
- (b) If the offeror or contractor does not disclose any relevant facts concerning an OCI, the offeror or contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

5.) Remedies for Nondisclosure. The following are possible remedies should an offeror or contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:

- (a) Refusal to provide adequate information may result in disqualification for award.
- (b) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award.
- (c) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.
- (d) Disqualification from subsequent FAA contracts.
- (e) Other remedial action as may be permitted or provided by law or in the resulting contract.

XIII. ATTACHMENTS

- A.** Statement of Work
- B.** Qualifications for Personnel
- C.** Certification Pertaining to Immediate Availability of Personnel
- D.** Certification Pertaining to Rights in Data and Delivery of Data
- E.** Certification Pertaining to Exclusion From Future Agency Contracts and required disclosures

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